

SUPREME COURT: BRONX COUNTY
----- X Index #
EDWIN MENDEZ

Plaintiffs,

- against -

VERIFIED COMPLAINT

THE CITY OF NEW YORK,
THE NEW YORK CITY POLICE DEPARTMENT,
P.O. JOHN DOE, a fictitious name
ST. BARNABAS HOSPITAL
Defendants.

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Plaintiff by his attorneys, FRAIDEN & PALEN, ESQS., as and for a Verified Complaint, allege that at all times herein mentioned;

1. Upon information and times hereinafter mentioned, the defendant, 11 is a Municipal Corporation existing pursuant to the laws of the State of New York.

2. The plaintiff herein to bringing this action conditions precedent claimed. A Notice of Claim was timely served upon the defendant within 90 days after the date of occurrence of the incident complained of. The hearing was completed on the date of occurrence. The service of said notice has been made and the defendant has failed and refused to make adjustment. The action is brought within 1 year and 90 days of the incident complained of.

CIPAN
COPY

3. At all times hereinafter mentioned, the NEW YORK CITY POLICE DEPARTMENT, was an agency, department, subdivision or unit of the CITY OF NEW YORK.

4. At all times hereinafter mentioned, defendant CITY OF NEW YORK, owned the NEW YORK CITY POLICE DEPARTMENT.

5. At all times hereinafter mentioned, defendant CITY OF NEW YORK, operated the NEW YORK CITY POLICE DEPARTMENT and its police officers.

6. At all times hereinafter mentioned, defendant CITY OF NEW YORK, managed the NEW YORK CITY POLICE DEPARTMENT and its police officers.

7. At all times hereinafter mentioned, defendant CITY OF NEW YORK, controlled the NEW YORK CITY POLICE DEPARTMENT, and its police officers.

8. At all times hereinafter mentioned, defendant CITY OF NEW YORK,

supervised NEW YORK CITY POLICE DEPARTMENT and its police officers.

9. At all times hereinafter mentioned, defendant CITY OF NEW YORK, hired the NEW YORK CITY POLICE DEPARTMENT and its police officers.

10. At all times hereinafter mentioned, defendant CITY OF NEW YORK, retained the NEW YORK CITY POLICE DEPARTMENT and its police officers.

11. At all times hereinafter mentioned, defendant CITY OF NEW YORK, instructed and trained the NEW YORK CITY POLICE DEPARTMENT and its police officers.

12. At all times hereinafter mentioned, defendant CITY OF NEW YORK, fired the NEW YORK CITY POLICE DEPARTMENT and its police officers.

13. At all times hereinafter mentioned, defendant CITY OF NEW YORK, employed P.O. DOE as an OFFICER in the NEW YORK CITY POLICE DEPARTMENT.

14. At all times hereinafter mentioned, defendant CITY OF NEW YORK, hired the P O JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

15. At all times hereinafter mentioned, defendant CITY OF NEW YORK, trained and instructed PO JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

16. At all times hereinafter mentioned, defendant CITY OF NEW YORK, retained PO JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

17. At all the times hereinafter mentioned, defendant, CITY OF NEW YORK, was responsible to the public for the actions and omissions of the officers of the NEW YORK CITY POLICE DEPARTMENT.

18. At all the times hereinafter mentioned, defendant, CITY OF NEW YORK, was responsible to the public, and in particular to the plaintiff, for the actions and omissions of the officers of the NEW YORK CITY POLICE DEPARTMENT, and in particular, P.O. JOHN DOE.

19. At all the times hereinafter mentioned, the defendant, ST BARNABAS HOSPITAL, was and still is duly organized nonprofit Corporation existing pursuant to the Laws of the State of New York.

20. At all the times hereinafter mentioned, the defendant, ST BARNABAS HOSPITAL, was and still is duly organized hospital Corporation existing pursuant to the Laws of the State of New York.

21. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was a duly organized domestic corporation doing business in the State of New York.

22. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was a duly organized foreign corporation doing business in the State of New York.

23. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL owned the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

24. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL operated the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

25. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL maintained the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

26. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL supervised the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

27. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL controlled the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

28. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL supervised the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

29. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL hired security guards to secure the premises known as: ST BARNABAS HOSPITAL,

Third Avenue and East 183 Street, Bronx, NY.

30. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, trained security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

31. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, retained security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

32. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, supervised security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

33. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, controlled the security guards who secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

34. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, controlled the security guards who secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

35. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was responsible to the public for actions and omissions of the security guards it retained to secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

36. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was responsible to the public, and in particular to the plaintiff, for actions and omissions of the Security guards it retained to the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

AS AND FOR A FIRST CAUSE OF ACTION

37. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of this complaint with the same force and effect as if more fully set forth herein at length.

38. That on 11/20/09, at or about 1:30 A.M., PLAINTIFF was arrested by officers of the New York Police Department, hereinafter "NYPD", in front of

the premises, 1964 Grand Concourse, Bronx NY.

39. That at the time of his arrest on that day, plaintiff had facial injuries.

40. That on the aforesaid date, following his arrest, officers of the NYPD had plaintiff transported in handcuffs to St. Barnabas Hospital Emergency Dept, located at Third Avenue and E. 183 Street, Bronx, NY, escorted by an NYPD officer JOHN DOE for the treatment of the aforementioned injuries.

41. After completion of the medical treatment of plaintiff at St. Barnabas Hospital for said injuries, he was taken to the waiting room of the St Barnabas Emergency Dept with his escort PO JOHN DOE to await return transport by the NYPD.

42. That at all times hereinafter mentioned, plaintiff was handcuffed behind his back.

43. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, his escort PO JOHN DOE was present.

44. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, a ST Barnabas security guard was present.

45. On the date aforesaid, while in St. Barnabas Hospital, PO JOHN DOE and was at all times acting within the scope of his duties for the defendant CITY OF NEW YORK.

46. On the date aforesaid, while in St. Barnabas Hospital, the ST. Barnabas security guard was at all times acting within the scope of his duties for the defendant ST BARNABAS HOSPITAL.

47. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, he was verbally abused and threatened by the ST Barnabas security guard working on the premises of St Barnabas Hospital.

48. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, he was verbally abused and threatened by his police escort, PO JOHN DOES on the premises of St Barnabas Hospital.

49. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, his escort PO JOHN DOE and the ST Barnabas security together forcibly removed plaintiff from the waiting room and removed him to a another nearby room in St. Barnabas Hospital.

50. On the date aforesaid, on the premises of St Barnabas Hospital, PO JOHN DOE and the St Barnabas security guard each threatened plaintiff with bodily harm.

51. On the date aforesaid, while in St. Barnabas Hospital, his escort PO JOHN DOE and the ST. Barnabas security guard each assaulted plaintiff who was handcuffed behind his back.

52. On the date aforesaid, while in St. Barnabas Hospital, his escort PO JOHN DOE and the ST. Barnabas security guard each battered plaintiff who was handcuffed behind his back.

53. On the date aforesaid, while in St. Barnabas Hospital, the defendants, their agents and/or employees threatened plaintiff with other and further physical injury if he made complaints regarding their actions and omissions regarding toward him, and put him in fear of his life.

54. That plaintiff sustained personal injuries were caused solely and wholly by reason of the aforesaid actions of the defendants, their agents and employees.

55. That plaintiff was free from any negligence contributing thereto.

56. Upon information and belief, the limitations of liability set forth in Article 16 of the CPLR do not apply to the cause of action set forth herein or more of the exemptions set forth in Section 1602 apply to the facts of this case.

57. By reason of the foregoing, plaintiff has sustained damage and is entitled to recover as against the aforesaid defendants money damages in a sum in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST CITY OF NEW YORK FOR
NEGLIGENT HIRING AND RETENTION OF PO JOHN DOE

58. This plaintiff repeats and reallege each and every allegation contained in the foregoing paragraphs with the same force and effect as if herein set forth at length.

59. That at all time herein the aforesaid defendant CITY OF NEW YORK AND NEW YORK POLICE DEPARTMENT, hired defendant PO JOHN DOE as an employee to be employed as a NEW YORK CITY police officer.

60. That at all time herein the defendant CITY OF NEW YORK, trained and instructed defendant PO JOHN DOE. as to the performance of his assigned duties and the course of his employment.

61. That at all time herein the defendant CITY OF NEW YORK, trained and instructed defendant JOHN DOE as to how he was to perform his job.

62. That at all time herein the defendants CITY OF NEW YORK, managed defendant JOHN DOE as to the performance of his assigned duties and the course of his employment.

63. That at all time herein the defendants CITY OF NEW YORK, supervised Defendant PO JOHN DOE as to the performance of his assigned duties and the course of his employment.

64. That at all times herein the defendant CITY OF NEW YORK, had knowledge of the vicious and dangerous propensities of its employee, PO JOHN DOE.

65. That defendant CITY OF NEW YORK, having knowledge of the violent, vicious and dangerous propensities of its employee PO JOHN DOE. continued to retain the defendant as an employee.

66. That the above actions of defendant PO JOHN DOE were performed while he was engaged in the scope and in the course of his employment and in the performance of his assigned duties for THE CITY OF NEW YORK

67. That the above actions of PO JOHN DOE, were performed as a part of his employment by the defendant CITY OF NEW YORK at said premises, and were

SUPREME COURT: BRONX COUNTY

EDWIN MENDEZ

Plaintiff,

-against-

THE CITY OF NEW YORK,
THE NEW YORK CITY POLICE DEPARTMENT,
P.O. JOHN DOE, a fictitious name
ST. BARNABAS HOSPITAL,

Defendants,

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and serve a copy of your answer, or, if the complaint is not served with this summons to serve a notice of appearance, on the Plaintiff's Attorney, within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

DATED: Bronx, New York

DEFENDANTS ADDRESS:

THE CITY OF NEW YORK

100 CHURCH ST, NY, NY

PO JOHN DOE

46 PCT, BRONX, NY

ST BARNABAS HOSPITAL 4433 THIRD AVE, BRONX, NY

PLEASE TAKE NOTICE: The object of this action is: SET FORTH IN COMPLAINT
The relief sought is: SET FORTH IN COMPLAINT.

Upon your failure to appear, judgment will be taken against you by default for the sum set forth in the complaint with interest from 11/20/09 and the costs of this action.

Index No. 307266/10

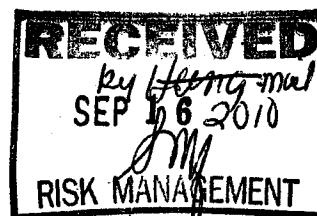
Plaintiff Designates
County of Bronx
as the Place of Trial.

The basis of venue is
Plaintiff's residence

SUMMONS & COMPLAINT

Plaintiff resides at:
4311 Richardson Avenue
Bronx, New York

Maron Pale
FRAIDEN & PALEN ESQS.
Attorney for Plaintiff
327 East 149 Street
Bronx, NY 10451
Tel # 718-993-9911



SUPREME COURT: BRONX COUNTY
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Plaintiffs,

- against -

VERIFIED COMPLAINT

THE CITY OF NEW YORK,
THE NEW YORK CITY POLICE DEPARTMENT,
P.O. JOHN DOE, a fictitious name
ST. BARNABAS HOSPITAL

Defendants.

----- X

Plaintiff by his attorneys, FRAIDEN & PALEN, ESQS., as and for a Verified Complaint, allege that at all times herein mentioned;

1. Upon information and belief, that at all the times hereinafter mentioned, the defendant, CITY OF NEW YORK, was and still is a Municipal Corporation existing pursuant to the Laws of the State of New York.
2. The plaintiff herein has complied with all of the conditions precedent to bringing this action against the defendants above named. A Notice of Claim was timely served upon defendant CITY OF NEW YORK, within 90 days after the date of occurrence pursuant to law; a Gen. Municipal Law 50h claims hearing was completed on 5/25/10; more than 30 days have elapsed since service of said notice of claims, said claims remain unadjusted, and defendant has failed and refused to make adjustment and this action is brought within 1 year and 90 days of the incident complained of.
3. At all times hereinafter mentioned, the NEW YORK CITY POLICE DEPARTMENT, was an agency, department, subdivision or unit of the CITY OF NEW YORK.
4. At all times hereinafter mentioned, defendant CITY OF NEW YORK, owned the NEW YORK CITY POLICE DEPARTMENT.
5. At all times hereinafter mentioned, defendant CITY OF NEW YORK, operated the NEW YORK CITY POLICE DEPARTMENT and its police officers.
6. At all times hereinafter mentioned, defendant CITY OF NEW YORK, managed the NEW YORK CITY POLICE DEPARTMENT and its police officers.
7. At all times hereinafter mentioned, defendant CITY OF NEW YORK, controlled the NEW YORK CITY POLICE DEPARTMENT, and its police officers.
8. At all times hereinafter mentioned, defendant CITY OF NEW YORK,

supervised NEW YORK CITY POLICE DEPARTMENT and its police officers.

9. At all times hereinafter mentioned, defendant CITY OF NEW YORK, hired the NEW YORK CITY POLICE DEPARTMENT and its police officers.

10. At all times hereinafter mentioned, defendant CITY OF NEW YORK, retained the NEW YORK CITY POLICE DEPARTMENT and its police officers.

11. At all times hereinafter mentioned, defendant CITY OF NEW YORK, instructed and trained the NEW YORK CITY POLICE DEPARTMENT and its police officers.

12. At all times hereinafter mentioned, defendant CITY OF NEW YORK, fired the NEW YORK CITY POLICE DEPARTMENT and its police officers.

13. At all times hereinafter mentioned, defendant CITY OF NEW YORK, employed P.O. DOE as an OFFICER in the NEW YORK CITY POLICE DEPARTMENT.

14. At all times hereinafter mentioned, defendant CITY OF NEW YORK, hired the P O JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

15. At all times hereinafter mentioned, defendant CITY OF NEW YORK, trained and instructed PO JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

16. At all times hereinafter mentioned, defendant CITY OF NEW YORK, retained PO JOHN DOE, as an officer in the NEW YORK CITY POLICE DEPARTMENT.

17. At all the times hereinafter mentioned, defendant, CITY OF NEW YORK, was responsible to the public for the actions and omissions of the officers of the NEW YORK CITY POLICE DEPARTMENT.

18. At all the times hereinafter mentioned, defendant, CITY OF NEW YORK, was responsible to the public, and in particular to the plaintiff, for the actions and omissions of the officers of the NEW YORK CITY POLICE DEPARTMENT, and in particular, P.O. JOHN DOE.

19. At all the times hereinafter mentioned, the defendant, ST BARNABAS HOSPITAL, was and still is duly organized nonprofit Corporation existing pursuant to the Laws of the State of New York.

20. At all the times hereinafter mentioned, the defendant, ST BARNABAS HOSPITAL, was and still is duly organized hospital Corporation existing pursuant to the Laws of the State of New York.

21. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was a duly organized domestic corporation doing business in the State of New York.

22. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was a duly organized foreign corporation doing business in the State of New York.

23. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL owned the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

24. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL operated the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

25. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL maintained the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

26. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL supervised the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

27. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL controlled the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

28. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL supervised the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

29. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL hired security guards to secure the premises known as: ST BARNABAS HOSPITAL,

Third Avenue and East 183 Street, Bronx, NY.

30. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, trained security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

31. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, retained security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

32. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, supervised security guards to secure the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

33. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, controlled the security guards who secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

34. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, controlled the security guards who secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

35. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was responsible to the public for actions and omissions of the security guards it retained to secured the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

36. At all the times hereinafter mentioned, defendant, ST BARNABAS HOSPITAL, was responsible to the public, and in particular to the plaintiff, for actions and omissions of the Security guards it retained to the premises known as: ST BARNABAS HOSPITAL, Third Avenue and East 183 Street, Bronx, NY.

AS AND FOR A FIRST CAUSE OF ACTION

37. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of this complaint with the same force and effect as if more fully set forth herein at length.

38. That on 11/20/09, at or about 1:30 A.M., PLAINTIFF was arrested by officers of the New York Police Department, hereinafter "NYPD", in front of

the premises, 1964 Grand Concourse, Bronx NY.

39. That at the time of his arrest on that day, plaintiff had facial injuries.

40. That on the aforesaid date, following his arrest, officers of the NYPD had plaintiff transported in handcuffs to St. Barnabas Hospital Emergency Dept, located at Third Avenue and E. 183 Street, Bronx, NY, escorted by an NYPD officer JOHN DOE for the treatment of the aforementioned injuries.

41. After completion of the medical treatment of plaintiff at St. Barnabas Hospital for said injuries, he was taken to the waiting room of the St Barnabas Emergency Dept with his escort PO JOHN DOE to await return transport by the NYPD.

42. That at all times hereinafter mentioned, plaintiff was handcuffed behind his back.

43. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, his escort PO JOHN DOE was present.

44. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, a ST Barnabas security guard was present.

45. On the date aforesaid, while in St. Barnabas Hospital, PO JOHN DOE and was at all times acting within the scope of his duties for the defendant CITY OF NEW YORK.

46. On the date aforesaid, while in St. Barnabas Hospital, the ST. Barnabas security guard was at all times acting within the scope of his duties for the defendant ST BARNABAS HOSPITAL.

47. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, he was verbally abused and threatened by the ST Barnabas security guard working on the premises of St Barnabas Hospital.

48. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, he was verbally abused and threatened by his police escort, PO JOHN DOES on the premises of St Barnabas Hospital.

49. While plaintiff was in the waiting room of the Emergency Dept awaiting NYPD return transport, his escort PO JOHN DOE and the ST Barnabas security together forcibly removed plaintiff from the waiting room and removed him to a another nearby room in St. Barnabas Hospital.

50. On the date aforesaid, on the premises of St Barnabas Hospital, PO JOHN DOE and the St Barnabas security guard each threatened plaintiff with bodily harm.

51. On the date aforesaid, while in St. Barnabas Hospital, his escort PO JOHN DOE and the ST. Barnabas security guard each assaulted plaintiff who was handcuffed behind his back.

52. On the date aforesaid, while in St. Barnabas Hospital, his escort PO JOHN DOE and the ST. Barnabas security guard each battered plaintiff who was handcuffed behind his back.

53. On the date aforesaid, while in St. Barnabas Hospital, the defendants, their agents and/or employees threatened plaintiff with other and further physical injury if he made complaints regarding their actions and omissions regarding toward him, and put him in fear of his life.

54. That plaintiff sustained personal injuries were caused solely and wholly by reason of the aforesaid actions of the defendants, their agents and employees.

55. That plaintiff was free from any negligence contributing thereto.

56. Upon information and belief, the limitations of liability set forth in Article 16 of the CPLR do not apply to the cause of action set forth herein or more of the exemptions set forth in Section 1602 apply to the facts of this case.

57. By reason of the foregoing, plaintiff has sustained damage and is entitled to recover as against the aforesaid defendants money damages in a sum in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST CITY OF NEW YORK FOR
NEGLIGENT HIRING AND RETENTION OF PO JOHN DOE

58. This plaintiff repeats and reallege each and every allegation contained in the foregoing paragraphs with the same force and effect as if herein set forth at length.

59. That at all time herein the aforesaid defendant CITY OF NEW YORK AND NEW YORK POLICE DEPARTMENT, hired defendant PO JOHN DOE as an employee to be employed as a NEW YORK CITY police officer.

60. That at all time herein the defendant CITY OF NEW YORK, trained and instructed defendant PO JOHN DOE, as to the performance of his assigned duties and the course of his employment.

61. That at all time herein the defendant CITY OF NEW YORK, trained and instructed defendant JOHN DOE as to how he was to perform his job.

62. That at all time herein the defendants CITY OF NEW YORK, managed defendant JOHN DOE as to the performance of his assigned duties and the course of his employment.

63. That at all time herein the defendants CITY OF NEW YORK, supervised Defendant PO JOHN DOE as to the performance of his assigned duties and the course of his employment.

64. That at all times herein the defendant CITY OF NEW YORK, had knowledge of the vicious and dangerous propensities of its employee, PO JOHN DOE.

65. That defendant CITY OF NEW YORK, having knowledge of the violent, vicious and dangerous propensities of its employee PO JOHN DOE, continued to retain the defendant as an employee.

66. That the above actions of defendant PO JOHN DOE were performed while he was engaged in the scope and in the course of his employment and in the performance of his assigned duties for THE CITY OF NEW YORK

67. That the above actions of PO JOHN DOE, were performed as a part of his employment by the defendant CITY OF NEW YORK at said premises, and were

incidental or necessary to his employment.

68. That defendant CITY OF NEW YORK was vicariously liable for the above actions of its employee PO JOHN DOE.

69. Upon information and belief, the limitations of liability set forth in article 1601 of the CPLR do not apply to the causes of action set forth herein or one or more of the exemptions set forth in section 1602 apply to the facts of this case.

70. By reason of the foregoing, plaintiff has sustained damage and is entitled to recover as against the aforesaid defendants money damages in a sum in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST ST BARNABAS HOSPITAL
NEGLIGENT HIRING AND RETENTION**

71. This plaintiff repeats and reallege each and every allegation contained in the foregoing paragraphs with the same force and effect as if herein set forth at length.

72. That at all time herein the aforesaid defendant ST BARNABAS HOSPITAL, hired the aforesaid St Barnabas Security guard referred to hereinbefore as a security employee on the premises of the hospital.

73. That at all time herein the aforesaid defendant ST BARNABAS HOSPITAL, trained and instructed the aforesaid St Barnabas Security guard referred to hereinbefore as to the performance of his assigned duties as a security employee on the premises of the hospital.

74. That at all time herein the aforesaid defendant ST BARNABAS HOSPITAL, trained and instructed the aforesaid St Barnabas Security guard referred to hereinbefore as who he would perform his job.

75. That at all time herein the aforesaid defendant ST BARNABAS HOSPITAL, managed the aforesaid St Barnabas Security guard referred to hereinbefore as to the performance of his assigned duties and the course of his employment.

76. That at all times herein the aforesaid defendant ST BARNABAS HOSPITAL,

supervised the aforesaid St Barnabas Security guard referred to hereinbefore as to the performance of his assigned duties and the course of his employment.

77. That at all times herein the defendant ST BARNABAS HOSPITAL had knowledge of the vicious and dangerous propensities of its employee, the aforesaid St Barnabas Security guard referred to hereinbefore.

78. That defendant CITY OF NEW YORK despite having knowledge of the violent, vicious and dangerous propensities of its employee PO JOHN DOE continued to retain the defendant as an employee.

79. That at all times herein the defendant ST BARNABAS HOSPITAL despite having knowledge of the vicious and dangerous propensities of its employee, the aforesaid St Barnabas Security guard referred to hereinbefore, continued to retain the defendant as an employee.

80. That the above actions of the aforesaid St Barnabas Security guard PO JOHN DOE were performed while he was engaged in the performance of his assigned duties for ST BARNABAS HOSPITAL

81. That the above actions of the aforesaid St Barnabas Security guard PO JOHN DOE were performed as a part of his employment by the defendant ST BARNABAS HOSPITAL, and were incidental or necessary to his employment..

82. That defendant ST BARNABAS HOSPITAL was vicariously liable for the above actions of its security guard employee aforesaid

83. Upon information and belief, the limitations of liability set forth in article 1601 of the CPLR do not apply to the causes of action set forth herein or one or more of the exemptions set forth in section 1602 apply to the facts of this case.

84. By reason of the foregoing, plaintiff has sustained damage and is entitled to recover as against the aforesaid defendants money damages in a sum in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiffs demand judgment as against the defendants: in the First Cause of Action in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, in the Second Cause of Action in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, in the Third Cause of Action in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs, interest and disbursements of this action.

FRAIDEN & PALEN ESQS.,
Attorney for Plaintiff
327 East 149 Street
Bronx, NYC 10451
Tel # 718 993 9911

STATE OF NEW YORK: COUNTY OF BRONX:

EDWIN MENDEZ, being sworn says: I am the plaintiff in the action herein; I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

EDWIN MENDEZ

Sworn to before me this
27 day of May 2010

Marion Palen

NOTARY PUBLIC

Marion A. Palen
Notary Public, State of New York
No. 31-4820478
Qualified in New York County 2014
Commission Expires March 30, 2014

SUPREME COURT: BRONX COUNTY ----- X Index #

EDWIN MENDEZ

Plaintiffs,

- against -

VERIFIED COMPLAINT

THE CITY OF NEW YORK, THE NEW YORK CITY
POLICE DEPARTMENT, P.O. JOHN DOE,
a fictitious name and ST. BARNABAS HOSPITAL,

Defendants.

----- X
VERIFIED COMPLAINT

DATED: BRONX, NEW YORK

Yours, etc.,

9/1/10

FRAIDEN & PALEN ESQS.,
Attorney for Plaintiff
327 East 149 Street
Bronx, New York 10451
(718) 993-9911

Mark Palen

44-1991600-100

201009130 44-1991600